

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HP Spartacote, Inc.		07/25/2014	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Laticrete International, Inc.		
Street Address:	One Laticrete Park North		
City:	Bethany		
State/Country:	CONNECTICUT		
Postal Code:	06524-3423		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3743944	SPARTA-FLEX	
Registration Number:	3743943	SPARTA-STAIN	
Registration Number:	3739035	HP SPARTACOTE	
CORRESPONDENCE DATA			
Fax Number:	2037875818		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	203-787-0595		
Email:	bsullivan@delpet.com		
Correspondent Name:	Peter W. Peterson		
Address Line 1:	DeLio, Peterson & Curcio, LLC		
Address Line 2:	700 State Street, Suite 402		
Address Line 4:	New Haven, CONNECTICUT 06511		
ATTORNEY DOCKET NUMBER:	LCT 631		
NAME OF SUBMITTER:	Peter W. Peterson		
SIGNATURE:	/Peter W. Peterson/		
DATE SIGNED:	09/30/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**Agreement**”), effective as of July 25, 2014 (the “**Effective Date**”), is by and between HP Spartacote, Inc., a Colorado corporation (“**Seller**”), and LATICRETE International, Inc., a Connecticut corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement of even date by and among Buyer, Seller and the Seller Owners party thereto (the “**Purchase Agreement**”). All capitalized terms used but not otherwise defined herein shall have the meaning given to each such term in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Purchased Assets and to enter into certain other arrangements;

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, all of Seller’s respective right, title and interest in and to all Intellectual Property Assets included in the Purchased Assets, and has agreed to execute and deliver this Agreement; and

WHEREAS, the parties acknowledge that this Agreement may be recorded with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

1.1 Assignment. Seller hereby assigns, sells, conveys, delivers and transfers to Buyer all of Seller’s respective right, title and interest in and to any and all Intellectual Property Assets included in the Purchased Assets (including, but not limited to, the Intellectual Property Assets set forth in Sections 4.11(a) and 4.11(c) of the Disclosure Schedules to the Purchase Agreement, each of which is attached hereto and made a part hereof, together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby, and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Buyer’s own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of Buyer’s successors and assigns (collectively, the “**Assigned IP**”).

1.2 Further Assurances.

(a) Seller hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist Buyer, at Buyer’s

request from time to time (the reasonable cost and expense of which shall be paid by Buyer unless such action results from a breach of the Purchase Agreement or this Agreement by Seller), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. Seller will promptly transfer all files and papers in its possession relating to such applications and registrations to Buyer after the execution of this Agreement.

(b) Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other federal, state and local governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any Buyer or successor thereto.

1.3 Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

2. MISCELLANEOUS.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

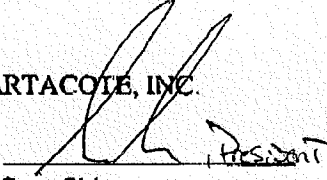
2.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors and personal representatives.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut, without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

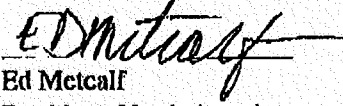
2.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

HP SPARTACOTE, INC.

By: 
Name: Sean Shiers
Title: President

LATICRETE INTERNATIONAL, INC.

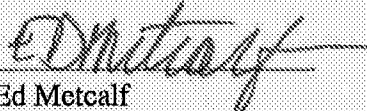
By: 
Name: Ed Metcalf
Title: President, North America

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

HP SPARTACOTE, INC.

By: _____
Name: Sean Shiers
Title: President

LATICRETE INTERNATIONAL, INC.

By: 
Name: Ed Metcalf
Title: President, North America

**SECTIONS 4.11(a) AND 4.11(c) TO THE DISCLOSURE SCHEDULES OF THE
PURCHASE AGREEMENT**

(See attached.)

United States of America

United States Patent and Trademark Office

SPARTA-FLEX

Reg. No. 3,743,944 ROCKY MOUNTAIN CUSTOM COATINGS, LLC (COLORADO LIMITED LIABILITY
Registered Feb. 2, 2010 COMPANY)
1550 LARIMER STREET, #173
DENVER, CO 80221

Int. Cl.: 2

FOR: COATINGS, NAMELY, STAINS AND CLEAR FINISHES FOR EXTERIOR AND INTERIOR USE ON A VARIETY OF SUBSTRATES, IN CLASS 2 (U.S. CLS. 6, 11 AND 16).

**TRADEMARK
PRINCIPAL REGISTER**

FIRST USE 2-2-2009; IN COMMERCE 2-2-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-675,134, FILED 2-20-2009.

LINDA E. BLOHM, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

SPARTA-STAIN

Reg. No. 3,743,943 ROCKY MOUNTAIN CUSTOM COATINGS, LLC (COLORADO LIMITED LIABILITY COMPANY)
Registered Feb. 2, 2010

1550 LARIMER STREET, #173
DENVER, CO 80221

Int. Cl.: 2

FOR: COATINGS, NAMELY, STAINS AND CLEAR FINISHES FOR EXTERIOR AND INTERIOR USE ON A VARIETY OF SUBSTRATES, IN CLASS 2 (U.S. CLS. 6, 11 AND 16).

TRADEMARK
PRINCIPAL REGISTER

FIRST USE 2-2-2009; IN COMMERCE 2-2-2009.

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SER. NO. 77-675,127, FILED 2-20-2009.

LINDA E. BLOHM, EXAMINING ATTORNEY



David J. Kyjpas

Director of the United States Patent and Trademark Office

United States of America

United States Patent and Trademark Office

HP SPARTACOTE

Reg. No. 3,739,035 ROCKY MOUNTAIN CUSTOM COATINGS, LLC (COLORADO LIMITED LIABILITY
Registered Jan. 19, 2010 COMPANY)

1550 LARIMER STREET, #173
DENVER, CO 80221

Int. Cl.: 2

FOR: COATINGS, NAMELY, STAINS AND CLEAR FINISHES FOR EXTERIOR AND INTERIOR USE ON A VARIETY OF SUBSTRATES, IN CLASS 2 (U.S. CLS. 6, 11 AND 16).

TRADEMARK
PRINCIPAL REGISTER

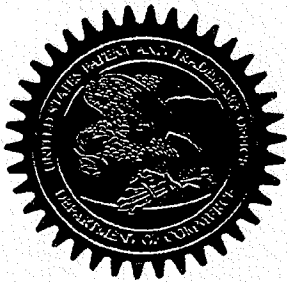
FIRST USE 2-2-2009; IN COMMERCE 2-2-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HP", APART FROM THE MARK AS SHOWN.

SER. NO. 77-675,116, FILED 2-20-2009.

LINDA E. BLOHM, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office